

# MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 31<sup>st</sup> day of May A. D. 1908, between  
Jacob R Phillips of this state of Okla and  
Mattie A Phillips — his wife, and J. C. Lybert  
of \_\_\_\_\_, witnesseth, that

WHEREAS, the said Jacob R Phillips & Mattie A Phillips is justly indebted to the  
said J. C. Lybert in the sum of Eight Hundred Dollars, (\$ 700.00), which is evidenced by a certain promissory note of  
even date herewith, to-wit:

One note due May 31, 1981, for \$ 700<sup>00</sup>; one note due \_\_\_\_\_, 19\_\_\_\_  
 One note due \_\_\_\_\_, 19\_\_\_\_, for \$ \_\_\_\_\_, for \$ \_\_\_\_\_, and one note due \_\_\_\_\_, 19\_\_\_\_  
 19\_\_\_\_, for \$ \_\_\_\_\_

NOW THEREFORE, the said Jacob R. Phillips, and Mattie A. Phillips, his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said James R. Phillips, his heirs and assigns forever, the following described real estate, to-wit:

Late 10-11 and 12 in block 36 in the town of Shitook Oklahoma

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

**TO HAVE AND TO HOLD** the above granted, bargained, and described premises unto the said J.B. Seybert heirs and assigns and unto his own proper use, benefit and behoof forever.

**AND WHEREAS,** For the further security of said indebtedness, the said part ..... of the first part, covenant and agree with the said part ..... of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said part ..... of the second part, ..... heirs and assigns, in one or more insurance companies satisfactory to the said part ..... of the second part, against fire, lightning or tornadoes. Should the part ..... of the first part make default in the performance of any of these stipulations, the said part ..... of the second part may immediately perform and discharge the same, and all accounts so expended by the said part ..... of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid. and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Matthie A. Phillips, wife of said Jacob B. Phillips, do hereby release and quit-claim unto the said \_\_\_\_\_ heirs and assigns, all my right, claim, or possibility of dower in and out of the afore described premises.

**CONDITIONED,** However, that if the said Jacob R Phillips his heirs, ex-  
ecutors, or administrators, shall well and truly pay or cause to be paid to the said J. C. Seybert his  
executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument  
shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands on this the day and year first above written.

Jacob R Phillips (L. S.)  
Martha A Bengt-Phillips (L. S.)

UNITED STATES OF AMERICA. }  
WESTERN DISTRICT } SS.  
INDIAN TERRITORY. }

**BE IT REMEMBERED**, That on this day came before me, the undersigned, a Notary Public within and for the Tulsa County District of Indian Territory, aforesaid, duly commissioned and acting Jacob R. Phillips to me known as the mortgagor Okla in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Mattie A. Phillips  
 wife of said Jacob A. Phillips to me well known, and in the absence of her said husband de-  
 clared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the  
 consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband,

WITNESS my hand and seal as such \_\_\_\_\_ on this 21 day of May, 1960

My commission expires Nov 19 1963 Seal A. H. Lucas  
[SEAL] Notary Public.

Filed for Record June 2 1960 at 8 o'clock a. M.

*Alb. Halliday Seal*  
Deputy Clerk & Ex-Officio Recorder